



HIGHSTREET

## Statement of Work

to

Master Agreement for Consulting Services ("Agreement")

between

Highstreet IT Solutions, LLC ("Highstreet")

and

Peralta Community College District ("Client")

This Statement of Work ("SOW") describes the services ("Services") and deliverables ("Deliverables") to be provided by Highstreet to Client in support of the project described below for the fees set forth herein as authorized by Client by signing this Statement of Work. This SOW is incorporated by reference in and to the Agreement. In the event of a conflict between this SOW and the Agreement, this SOW shall control. The term of this SOW shall be from March 12, 2014 to March 12, 2015.

### 1. Scope of Work and Approach.

The following 3 items, provide resources to assist Peralta with activities that fall outside the scope of the Initial Financial Aid work estimated by Highstreet for the Implementation. Each one of these areas is for non-Financial Aid support that affects the Financial Aid project in a material way.

#### A. Technical Campus Solutions Assistance

Chuck Sullivan will assist Peralta Community College District to address the requirements related to the Grading Basis and the Program/Plan. Chuck will work 40 hours weekly for a total of 80 hours initially. The details regarding the deliverables for this work are outlined in Section 2A. This is a 2 week estimate. However, the full scope of this work will be determined after Chuck has had a chance to investigate the technical problems.

#### B. Functional Curriculum Management Training

Jessica Ewald will provide training for SACR setup: security and foundation tables, curriculum management, Records and Enrollment: Term Processing, and Query Setup. Jessica will be developing custom training material as well as using some already developed Highstreet training material. This quote includes training for one person from the Peralta team. The details and subcategories on which Highstreet is proposing to train are listed below in Section 2B. Should Peralta feel that any of the following sub-categories are unnecessary, Highstreet will modify the training quote and total amount of hours accordingly.

#### C. PeopleSoft Campus Solutions Security Audit and Re-Build

Tim Graham will provide assistance with assessing and improving the security of Peralta's PeopleSoft system. This includes a Security Audit and Report followed by a Re-Design, Re-Build and Training of a designated Peralta security officer. The details of these deliverables are expanded below in Section 2C.

**Deliverables (milestone deliverable based invoicing)**

#### A. Technical Campus Solutions Assistance



## HIGHSTREET

The following deliverables will be results of this Technical assistance:

1. Identify and fix the customization that is interfering with the Grading Basis and Coursework
2. Assist with the Program/Plan changes to ensure that the Campus and assigned Smart Coded Plans correlate

### **B. Functional Curriculum Management Training**

The following deliverables will be results of this Functional Training:

1. Set up SACR
  - a. Security
    - Secure Student Administration
  - b. Academic Structure
    - Academic Institution
    - Grading Scheme
    - Load/Level Rules
    - Campus
    - Career
    - Degree
    - Academic Group
    - Academic Organization
    - Academic Program
    - Academic Plan
    - Academic Subplan
    - Subject Table
  - c. Term Setup
    - Term Value Table
    - Term/Session Table
    - Academic Calendar
2. Curriculum Management
  - Course Catalog
  - Schedule of Classes
  - Roll Curriculum Forward
  - Enrollment Requirements
  - Combined Sections
  - Dynamic Dates
  - Facility and Event Information
  - Class Roster
  - Attendance Roster
  - Grading
  - Instructor/Advisor Information
3. Records and Enrollment: Term Processing
  - Class Permissions
  - Waitlist
  - Withdraw/Cancellation
  - Term Activations
  - Appointments
  - End of Term Processing
  - Repeat Checking



- Academic Standing/ Honors & Awards
4. Query Setup
- PeopleSoft Query Overview
  - Creating and Running Simple Queries
  - Defining Selection Criteria
  - Joining Records
  - Modifying Queries
  - Scheduling Queries
  - Organizing Queries
  - Defining Expressions
  - Working with Aggregate Functions

The total amount of hours that Highstreet is proposing for the above training topics is 100 hours for the training, and 136 hours for custom training development.

**C. PeopleSoft Campus Solutions Security Audit and Re-Build**

The following deliverables will be results of this Security Audit and Re-Build:

1. Phase 1- Security Audit and Report  
This phase will require 1 PeopleSoft Technical Security resource for 3 weeks to perform a security audit of Peralta's PeopleSoft system. This Highstreet resource will be responsible for:
  - a. Reviewing all Security roles within PeopleSoft
  - b. Documenting all Security roles within PeopleSoft
  - c. Documenting each user's job tasks and the security required for each to complete their jobs
  - d. Providing a recommendation for the Phase 2 Security clean up
  
2. Phase 2- Security Re-Design and Re-Build and Security Officer Training  
This phase will require 1 PeopleSoft Technical Security resource for 4 weeks to perform Peralta's security re-design and to train Peralta's Security Officer. This Highstreet resource will be responsible for:
  - a. Implementing the approved recommendations from Phase 1
  - b. Removing any Invalid ID's
  - c. Removing any unnecessary or unacceptable security levels
  - d. Renaming, where applicable, roles and permission lists to align with PeopleSoft Security best practices
  - e. Training a designated Peralta security resource that will be required to navigate PeopleSoft, study and understand the basics of PeopleSoft security processes and to follow the Implemented changes for best practices security in the future.



**Costs**

**A. Technical Campus Solutions Assistance**

**Project Resources**

Resource Name	Role	Hours	Hourly Rate	Total Cost
Chuck Sullivan	Senior Campus Solutions Technical	80 Hours	\$130	\$10,400

**On-site Expense Estimate**

Month	Days Onsite	Airfare	Hotel	Food and Incidentals	Rental Car	Total
March (17-20)	4	\$400	\$540	\$300	\$350	\$1,590
March (24-27)	4	\$400	\$540	\$300	\$350	\$1,590
	8	\$800	\$1,080	\$600	\$700	\$3,180

The total cost of Section A. Technical Campus Solutions Assistance including travel expenses will not exceed: **\$13,580**

**B. Functional Curriculum Management Training**

**Project Resources**

Resource Name	Role	Hours	Hourly Rate	Total Cost
Jessica Ewald	Campus Solutions Functional Lead and Trainer	236 Hours	\$145	\$34,220

Highstreet recommends 80 hours of onsite training and 20 hours of remote training as well as 136 hours of training development to be completed remotely. If Peralta chooses to follow Highstreet's recommendations, Peralta should anticipate travel costs not to exceed \$3,180 which assumes 80 hours (2 full weeks) of onsite training and 20 hours of remote training per the estimated cost breakdown below. If Peralta chooses to have Jessica onsite for 80 hours of training, the total cost estimate inclusive of travel expenses would be **\$37,400**.

Month	Weeks Onsite	Days Onsite	Airfare	Hotel	Food and Incidentals	Rental Car	Total
March	1	4	\$400	\$540	\$300	\$350	\$1,590
April	1	4	\$400	\$540	\$300	\$350	\$1,590
Totals	2	8	\$800	\$1,080	\$600	\$700	\$3,180

The total cost of Section B. Functional Curriculum Management Training including travel expenses will not exceed: **\$37,400**



**C. PeopleSoft Campus Solutions Security Audit and Re-Build**

The following chart shows the estimated cost break down and not-to-exceed amount for expenses for the proposed consultant to complete the tasks outlined on the previous page for each phase.

**Project Resources**

Resource Name	Role	Hours	Hourly Rate	Totals
Tim Graham	Phase 1- Security Audit and Report	120 Hours	\$135	\$16,200
Phase 1 to be completed On-site- 40 hours per week for 3 weeks				On site
Tim Graham	Phase 2- Security Re-Design, Re-Build and Security Officer Training	160 Hours	\$135	\$21,600
Phase 2 to be completed remote- 20 hours per week for 8 weeks				Remote
<b>Total Cost for Phase 1 and Phase 2 hours=</b>				<b>\$37,800</b>

**On-site Expense Estimate**

Month	Weeks Onsite	Days Onsite	Airfare	Hotel	Food and Incidentals	Rental Car	Total
March	2	8	\$800	\$1,080	\$600	\$700	\$3,180
April	1	4	\$400	\$540	\$300	\$350	\$1,590
<b>Totals</b>	<b>3</b>	<b>12</b>	<b>\$1,200</b>	<b>\$1,620</b>	<b>\$900</b>	<b>\$1,050</b>	<b>\$4,770</b>

The total cost of Section C. PeopleSoft Campus Solutions Security Audit and Re-Build including travel expenses will not exceed: **\$42,570**

The total cost to complete the above items, inclusive of on-site expenses, will not exceed: **\$93,550**

**Maintenance and Change Requests**

Highstreet IT Consulting, will evaluate all requirement changes and additions requested by Client beyond those described in this "Statement of Work" and at its option, charge at the rates outlined above per hour for additional work. Alternatively, Highstreet IT Consulting, LLC will provide PCCD with a separate SOW when deemed appropriate by both parties.

**2. Changes**

Any change to this SOW shall be pursuant to mutual written agreement of the parties and shall be made in accordance with Section 1.2 of the Agreement and the following Change Request ("CR") process. Highstreet shall not be required to commence work on any such change unless and until the change has been agreed to in writing by both parties. All CRs to the SOW must be made in writing and shall be submitted by the appropriate Authorized Representative. Each request should contain the following information:

- The requested change;
- The Impact, if any, on the existing Deliverable;



- Estimated Impact, if any, on project schedule; and
- Estimated change, if any, in consulting fees.

The Authorized Representative shall review and accept or reject the CR. If rejected, the CR shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. If accepted, the parties shall enter into a Change Order in substantially the same form as attached in Exhibit 1.

**3. General Terms and Conditions.**

THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR EX-EMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH ARISE DIRECTLY OR INDIRECTLY OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR IN THE CASE OF MIS, Inc., THE SERVICES PROVIDED BY MIS, Inc. WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY. BOTH PARTIES FURTHER ACKNOWLEDGE THAT BOTH PARTIES MAXIMUM AGGREGATE LIABILITY TO MIS, Inc. UNDER ANY LEGAL THEORY (INCLUDING ITS OWN NEGLIGENCE) FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OF THE SERVICES RENDERED BY MIS, Inc. HEREUNDER WILL NOT IN ANY EVENT, EXCEED THE AMOUNT PAID BY University of Florida FOR SERVICES RENDERED UNDER THIS AGREEMENT AS OF THE DATE THE CLAIM ARISES.

**Indemnification**

The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the University.

The University, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by University.

The University and Highstreet IT Consulting, LLC further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the University or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the University or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

IN WITNESS WHEREOF, the parties have so agreed as of the date written above.

Accepted By:

Accepted by:

Highstreet IT Solutions, LLC

P

By: Lisa A. Moore

(Client)

Name: Lisa A. Moore

By: \_\_\_\_\_

Title: Vice President

Name: \_\_\_\_\_

Date: 3/13/14

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit 1**

### **Change Order Procedure**

Any change to this Statement of Work must be agreed to, in writing, by both parties. The following procedure (whether requested by Client or Highstreet) will be used to control all changes. All Change Requests ("CR") to the Statement of Work must be made in writing and shall be submitted by the appropriate Authorized Representative. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in consulting fees.

The Authorized Representative shall review and accept or reject the CR. If rejected, the CR shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

All approved CR's will be incorporated into the Change Order to this Statement of Work. Highstreet is not required to perform any Services outside of the Statement of Work until the Change Order has been signed.

#### **1. Describe the requested change:**

The following 3 items, outlined as a Change Request, provide resources to assist Peralta with activities that fall outside the scope of the Initial Financial Aid work estimated by Highstreet for the implementation. Each one of these areas is for non-Financial Aid support that affects the Financial Aid project in a material way.

##### **A. Technical Campus Solutions Assistance**

Chuck Sullivan will assist Peralta Community College District to address the requirements related to the Grading Basis and the Program/Plan. Chuck will work 40 hours weekly for a total of 80 hours initially. The details regarding the deliverables for this work are outlined in Section 2A. This is a 2 week estimate. However, the full scope of this work will be determined after Chuck has had a chance to investigate the technical problems.

##### **B. Functional Curriculum Management Training**

Jessica Ewald will provide training for SACR setup: security and foundation tables, curriculum management, Records and Enrollment: Term Processing, and Query Setup. Jessica will be developing custom training material as well as using some already developed Highstreet training material. This quote includes training for one person from the Peralta team. The details and subcategories on which Highstreet is proposing to train are listed below in Section 2B. Should Peralta feel that any of the following sub-categories are unnecessary, Highstreet will modify the training quote and total amount of hours accordingly.

##### **C. PeopleSoft Campus Solutions Security Audit and Re-Build**

Tim Graham will provide assistance with assessing and improving the security of Peralta's PeopleSoft system. This includes a Security Audit and Report followed by a Re-Design, Re-Build and Training of a designated Peralta security officer. The details of these deliverables are expanded below in Section 2C.

**2. Define additional Deliverables required as a result of the requested change, if any:**

**A. Technical Campus Solutions Assistance**

The following deliverables will be results of this Technical assistance:

1. Identify and fix the customization that is interfering with the Grading Basis and Coursework
2. Assist with the Program/Plan changes to ensure that the Campus and assigned Smart Coded Plans correlate

**B. Functional Curriculum Management Training**

The following deliverables will be results of this Functional Training:

1. Set up SACR
  - a. Security
    - Secure Student Administration
  - b. Academic Structure
    - Academic Institution
    - Grading Scheme
    - Load/Level Rules
    - Campus
    - Career
    - Degree
    - Academic Group
    - Academic Organization
    - Academic Program
    - Academic Plan
    - Academic Subplan
    - Subject Table
  - c. Term Setup
    - Term Value Table
    - Term/Session Table
    - Academic Calendar
2. Curriculum Management
  - Course Catalog
  - Schedule of Classes
  - Roll Curriculum Forward
  - Enrollment Requirements
  - Combined Sections
  - Dynamic Dates
  - Facility and Event Information
  - Class Roster
  - Attendance Roster
  - Grading
  - Instructor/Advisor Information
3. Records and Enrollment: Term Processing
  - Class Permissions
  - Waitlist
  - Withdraw/Cancellation
  - Term Activations
  - Appointments

- End of Term Processing
  - Repeat Checking
  - Academic Standing/ Honors & Awards
4. Query Setup
- PeopleSoft Query Overview
  - Creating and Running Simple Queries
  - Defining Selection Criteria
  - Joining Records
  - Modifying Queries
  - Scheduling Queries
  - Organizing Queries
  - Defining Expressions
  - Working with Aggregate Functions

The total amount of hours that Highstreet is proposing for the above training topics is 100 hours for the training, and 136 hours for custom training development.

**C. PeopleSoft Campus Solutions Security Audit and Re-Build**

The following deliverables will be results of this Security Audit and Re-Build:

1. Phase 1- Security Audit and Report  
This phase will require 1 PeopleSoft Technical Security resource for 3 weeks to perform a security audit of Peralta's PeopleSoft system. This Highstreet resource will be responsible for:
  - a. Reviewing all Security roles within PeopleSoft
  - b. Documenting all Security roles within PeopleSoft
  - c. Documenting each user's job tasks and the security required for each to complete their jobs
  - d. Providing a recommendation for the Phase 2 Security clean up
2. Phase 2- Security Re-Design and Re-Build and Security Officer Training  
This phase will require 1 PeopleSoft Technical Security resource for 4 weeks to perform Peralta's security re-design and to train Peralta's Security Officer. This Highstreet resource will be responsible for:
  - a. Implementing the approved recommendations from Phase 1
  - b. Removing any Invalid ID's
  - c. Removing any unnecessary or unacceptable security levels
  - d. Renaming, where applicable, roles and permission lists to align with PeopleSoft Security best practices
  - e. Training a designated Peralta security resource that will be required to navigate PeopleSoft, study and understand the basics of PeopleSoft security processes and to follow the implemented changes for best practices security in the future.

**3. Define the Impact, If any, on existing Deliverables:**

This addition is crucial to ensure the success of the Financial Aid project. These tasks are Peralta's responsibility. However, Peralta requires assistance with these tasks. These tasks being completed will ensure that the Financial Aid deliverables can be delivered on-time. If these tasks are not completed in a timely manner, this will have adverse affects on the Financial Aid project and will cause a delay in deliverables. These additions are a change that is outside of the scope for the Financial Aid project and thus will be additional cost outside of the not-to-exceed maximum that has been proposed for this Financial Aid project. The total additional costs for the 3 items are outlined below:

**A. Technical Campus Solutions Assistance**

**Project Resources**

Resource Name	Role	Hours	Hourly Rate	Total Cost
Chuck Sullivan	Senior Campus Solutions Technical	80 Hours	\$130	\$10,400

**On-site Expense Estimate**

Month	Days Onsite	Airfare	Hotel	Food and Incidentals	Rental Car	Total
March (17-20)	4	\$400	\$540	\$300	\$350	\$1,590
March (24-27)	4	\$400	\$540	\$300	\$350	\$1,590
	8	\$800	\$1,080	\$600	\$700	\$3,180

The total cost of Section A. Technical Campus Solutions Assistance including travel expenses will not exceed: **\$13,580**

**B. Functional Curriculum Management Training**

**Project Resources**

Resource Name	Role	Hours	Hourly Rate	Total Cost
Jessica Ewald	Campus Solutions Functional Lead and Trainer	236 Hours	\$145	\$34,220

Highstreet recommends 80 hours of onsite training and 20 hours of remote training as well as 136 hours of training development to be completed remotely. If Peralta chooses to follow Highstreet's recommendations, Peralta should anticipate travel costs not to exceed \$3,180 which assumes 80 hours (2 full weeks) of onsite training and 20 hours of remote training per the estimated cost breakdown below. If Peralta chooses to have Jessica onsite for 80 hours of training, the total cost estimate inclusive of travel expenses would be **\$37,400**.

Month	Weeks Onsite	Days Onsite	Airfare	Hotel	Food and Incidentals	Rental Car	Total
March	1	4	\$400	\$540	\$300	\$350	\$1,590
April	1	4	\$400	\$540	\$300	\$350	\$1,590
<b>Totals</b>	<b>2</b>	<b>8</b>	<b>\$800</b>	<b>\$1,080</b>	<b>\$600</b>	<b>\$700</b>	<b>\$3,180</b>

The total cost of Section B. Functional Curriculum Management Training including travel expenses will not exceed: **\$37,400**

**C. PeopleSoft Campus Solutions Security Audit and Re-Build**

The following chart shows the estimated cost break down and not-to-exceed amount for expenses for the proposed consultant to complete the tasks outlined on the previous page for each phase.

**Project Resources**

Resource Name	Role	Hours	Hourly Rate	Totals
Tim Graham	Phase 1- Security Audit and Report	120 Hours	\$135	\$16,200
Phase 1 to be completed On-site- 40 hours per week for 3 weeks				On site
Tim Graham	Phase 2- Security Re-Design, Re-Build and Security Officer Training	160 Hours	\$135	\$21,600
Phase 2 to be completed remote- 20 hours per week for 8 weeks				Remote
<b>Total Cost for Phase 1 and Phase 2 hours=</b>				<b>\$37,800</b>

**On-site Expense Estimate**

Month	Weeks Onsite	Days Onsite	Airfare	Hotel	Food and Incidentals	Rental Car	Total
March	2	8	\$800	\$1,080	\$600	\$700	\$3,180
April	1	4	\$400	\$540	\$300	\$350	\$1,590
<b>Totals</b>	<b>3</b>	<b>12</b>	<b>\$1,200</b>	<b>\$1,620</b>	<b>\$900</b>	<b>\$1,050</b>	<b>\$4,770</b>

The total cost of Section C. PeopleSoft Campus Solutions Security Audit and Re-Build Including travel expenses will not exceed: **\$42,570**

The total cost to complete the above items, inclusive of on-site expenses, will not exceed: **\$93,550**

**4. Define the Impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate.**

These additions will have no negative effect on the existing Financial Aid project schedule other than to assure that the proper schedule is met.

Accepted By:

Highstreet IT Solutions, LLC

By: Lisa A. Moore

Print Name: LISA A Moore

Title: Vice President

Date: 3/13/14

Accepted by:

(Client)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



HIGHSTREET

**Statement of Work (2) Contingency**  
to  
**Master Agreement for Consulting Services ("Agreement")**  
between  
**Highstreet IT Solutions, LLC ("Highstreet")**  
and  
**Peralta Community College District ("Client")**

This Statement of Work ("SOW") describes the services ("Services") and deliverables ("Deliverables") to be provided by Highstreet to Client in support of the project described below for the fees set forth herein as authorized by Client by signing this Statement of Work. This SOW is incorporated by reference in and to the Agreement. In the event of a conflict between this SOW and the Agreement, this SOW shall control. The term of this SOW shall be from March 12, 2014 to March 12, 2015.

**1. Scope of Work and Approach.**

The following item, provides a resource to assist Peralta with activities that fall outside the scope of the initial Financial Aid work estimated by Highstreet for the implementation. This is for non-Financial Aid support that affects the Financial Aid project in a material way.

**Technical Campus Solutions Assistance**

Chuck Sullivan will assist Peralta Community College District to address the requirements related to the Grading Basis and the Program/Plan. Should Chuck Sullivan identify any contingency associated with student records processes that have issues that directly impact the financial aid module. We are estimating this work could be approximately four weeks to address progress probation, the discontinue process and the repeat checking process. The total amount of hours that Highstreet is proposing for the above topics is 160 hours.

**Costs**

**Technical Campus Solutions Assistance**

**Project Resources**

Resource Name	Role	Hours	Hourly Rate	Total Cost
Chuck Sullivan	Senior Campus Solutions Technical	160 Hours	\$130	\$20,800

**On-site Expense Estimate**

Month	Days Onsite	Airfare	Hotel	Food and Incidentals	Rental Car	Total
April (7-10)	4	\$400	\$540	\$300	\$350	\$1,590



The total cost of Technical Campus Solutions Assistance including travel expenses will not exceed: \$22,390

### **Maintenance and Change Requests**

Highstreet IT Consulting, will evaluate all requirement changes and additions requested by Client beyond those described in this "Statement of Work" and at its option, charge at the rates outlined above per hour for additional work. Alternatively, Highstreet IT Consulting, LLC will provide PCCD with a separate SOW when deemed appropriate by both parties.

#### **2. Changes**

Any change to this SOW shall be pursuant to mutual written agreement of the parties and shall be made in accordance with Section 1.2 of the Agreement and the following Change Request ("CR") process. Highstreet shall not be required to commence work on any such change unless and until the change has been agreed to in writing by both parties. All CRs to the SOW must be made in writing and shall be submitted by the appropriate Authorized Representative. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing Deliverable;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in consulting fees.

The Authorized Representative shall review and accept or reject the CR. If rejected, the CR shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. If accepted, the parties shall enter into a Change Order in substantially the same form as attached in Exhibit 1.

#### **3. General Terms and Conditions**

THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR EX-EMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHICH ARISE DIRECTLY OR INDIRECTLY OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OR IN THE CASE OF MIS, Inc., THE SERVICES PROVIDED BY MIS, Inc. WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY. BOTH PARTIES FURTHER ACKNOWLEDGE THAT BOTH PARTIES MAXIMUM AGGREGATE LIABILITY TO MIS, Inc. UNDER ANY LEGAL THEORY (INCLUDING ITS OWN NEGLIGENCE) FOR DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE SUBJECT MATTER OF THIS AGREEMENT OF THE SERVICES RENDERED BY MIS, Inc. HEREUNDER WILL NOT IN ANY EVENT, EXCEED THE AMOUNT PAID BY University of Florida FOR SERVICES RENDERED UNDER THIS AGREEMENT AS OF THE DATE THE CLAIM ARISES.

#### **Indemnification**

The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and the officers, employees, servants, and agents thereof while acting within the scope of their employment by the University.

The University, as a public body corporate, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting



**HIGHSTREET**

within the scope of their employment by University.

The University and Highstreet IT Consulting, LLC further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the University or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the University or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

**IN WITNESS WHEREOF, the parties have so agreed as of the date written above.**

**Accepted By:**

**Accepted by:**

Highstreet IT Solutions, LLC

By: *Lisa A. Moore*  
Name: *Lisa A Moore*  
Title: *Vice President*  
Date: *3/13/14*

(Client)  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_